

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

IN RE:)	Bankruptcy No. 19-00071
)	
SHERRI NORRIS)	Chapter 13
)	The Honorable Jacqueline P. Cox
Debtor.)	
)	Date: April 1, 2019 at 10:30 a.m.

OBJECTION TO CONFIRMATION OF PLAN

NOW COMES Four North Third Condominium Association (“Movant”), by and through its counsel at Michael V. Ohlman, P.C. and files its **Objection to Confirmation of Debtor’s Chapter 13 Plan**. In support of the motion the Movant states as follows:

1. The Court has jurisdiction over this Objection under 28 U.S.C. §§ 1334 and 157 and this is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. On January 2, 2019, the Debtor filed her second petition for relief under Chapter 13 of the United States Bankruptcy Code. The debtor had a prior bankruptcy case dismissed within the preceding year for failing to make plan payments:

Case No.: 15-30393

Date of Dismissal: October 15, 2018.

3. Debtor is a member of Four North Third Condominium Association through her ownership of the units commonly known as 4 North 3rd Avenue, Unit 1W, Chicago, Illinois 60618 (“4-1W) and 6 North 3rd Ave., Unit 3S, Maywood, IL 60153 (“6-3S”).

4. Movant’s pre-petition arrears for the 4-1W property was \$33,103.19 and is secured by a lien against the property pursuant to the Illinois Property and Condominium Act, 765 ILCS 605/9 *et seq.* See *Claim No. 11-1*. This number increased between the prior

bankruptcy and this case because the Debtor made no payments directly to the Movant for ongoing assessments during the prior bankruptcy Plan.

5. Movant's pre-petition arrears for the 6-3S property was \$37,107.24 and is secured by a lien against the property pursuant to the Illinois Property and Condominium Act, 765 ILCS 605/9 *et seq.* See Claim No. 10-1.

6. Debtor's Chapter 13 Plan of Reorganization ("Plan"), does not provide for the payment of the secured debt by the Trustee. In fact, the Plan and schedules do not recognize that any sums are owed to the Movant.

7. The amount of the Movant's claims are \$33,103.19 and \$37,107.24, are impermissibly reduced to \$0.00 despite the claim being secured.

8. Accordingly, the Plan impermissibly modifies the rights of the Movant to receive all funds due it, thereby violating 11 U.S.C. §§ 1322(b)(2) and (b)(5).

WHEREFORE, the Movant requests this Court enter an Order denying confirmation of the Plan, dismiss the Debtor's case, and for such other relief as the Court deems just and appropriate.

Respectfully submitted,
Four North Third Condominium Association

By: /s/ Michael V. Ohlman
One of its attorneys

Michael V. Ohlman #6294512
MICHAEL V. OHLMAN, P.C.
2130 West Belmont Ave.
Chicago, IL 60618
(312)7869-4155 phone
(312)276-8801 fax
mvohlman@ohlmanlaw.com